

Mouse River Firefighter's Association
MINOT, City of, FIRE DEPARTMENT
ND-FDID: 05379

2020 Mutual Aid Agreement

- Whereas, the laws of the State of North Dakota provide that each political subdivision is empowered to make and enter into mutual aid agreements with other political subdivisions in order to more effectively respond and provide public safety services during emergency situations;
- Whereas, the undersigned political subdivisions that are parties to this mutual aid agreement must confront numerous threats to public health and safety, including but not limited to natural or man-made disasters;
- Whereas, none of the parties to this Agreement possess all of the necessary resources to cope with every possible incident, emergency, or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of these entities;
- Whereas, the parties to this Agreement have determined it is in their collective best interest to develop and implement preparedness plans and conduct joint exercises in advance of a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster;
- Whereas, it is desirable that each of the parties hereto should voluntarily aid and assist each other in the event an emergency situation should occur, by the interchange of response services; and
- Whereas, it is necessary and desirable that a mutual aid agreement be executed for the interchange of such mutual assistance on a local basis.
- Whereas, this agreement shall remain in effect between the parties from year to year until participation in this agreement is terminated by either party. Either party to this Agreement may terminate participation in this Agreement thirty (30) days from date of a written termination notice addressed to the designated representative is delivered by hand or certified mail to the other party to this Agreement.

Now, therefore, it is hereby agreed by and between each and all of the parties hereto as follows:

■ **Terms of the Agreement**

- 1) Each party agrees that in the event of an emergency situation, each other party to this mutual aid agreement shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the assisting entity's ability to provide emergency services within its jurisdiction.
- 2) Each party shall designate the appropriate official within its jurisdiction who has the legal authority to bind its jurisdiction to this Agreement and who shall sign this Agreement.
- 3) In order to invoke assistance under the provisions of this Agreement, the authorized representative from the requesting entity shall be required to contact the authorized representative of the responding entity by voice

communication system, in writing, or through a message relay provided by an emergency dispatch center. Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.

- 4) During an emergency situation, the ranking officer from the assisting entity will immediately report to incident command or staging as directed for assignment. All personnel shall work under the direction of the designated incident command/unified command. Personnel from both the assisting and requesting entity shall operate under the direction of their commander or officer once they are authorized to undertake assignments (i.e. ICS Branch assignment, Group assignment, RIT, or special operations). However, personnel from either the requesting or the assisting entity may receive supervision from any command personnel from the combined participating entities if authorized by the incident commander or agency representatives in the incident command structure.
- 5) In any emergency situation in which the mutual aid agreement has been invoked, radio communications will be established between the entities, where possible, through the use of the local public mutual aid radio system or utilization of the statewide frequency management interoperability plan.
- 6) During a hazardous materials or structural collapse type emergency, the requesting agency is to follow the State protocols for requesting regional response.
- 7) Assisting entity personnel and equipment shall be released by the requesting entity when the resources are no longer needed. The assisting entity may also withdraw its personnel and equipment when deemed to be in the best interest of the assisting entity and following notice provided to the requesting entity of the intended action. The assisting entity may withdraw resources if it determines response conditions are beyond acceptable risk. There will be no liability for withdrawal placed on or transferred to the assisting entity.
- 8) Equipment, personnel, and/or services provided pursuant to this Agreement shall be no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the requesting unit. Day to day mutual aid such as equipment, personnel, and/or services provided pursuant to this Agreement should remain free of charge, and any reimbursement to responding units for non-routine costs or out-of-pocket expenses shall be assessed as set forth in paragraphs 8, subsections A-G.”
 - a. The amount of charges assessed by a responding unit may *not* exceed the actual amount necessary to make the responding agency whole and should only include costs that are non-routine in nature.
 - b. The responding unit must assess no more than “usual and customary” charges for personnel costs pursuant to a compensation policy.
 - c. The fee structure for apparatus and equipment shall be based on the most realistic actual costs.
 - d. In addition, the responding unit shall be entitled to charge additional sums for the cost of all firefighting extinguishing materials, special firefighting equipment, fuel and other consumables used in responding to the request for assistance.
 - e. Responding units must invoice the requesting agency, in writing, within thirty (30) days after demobilization of the responding units’ equipment and personnel. Once thirty (30) days pass, the aid shall be considered to be a donation of service. The requesting agency shall remit payment to the responding unit within 30 days. Any disputes on charges shall be sent in writing to the responding agency within 15 days of receipt of the invoice

- f. Mutual aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of federal or state government funds or insurance coverage by the property owner.
- g. All reimbursement will be based upon proper documentation, accounting, inventories, receipts, and other evidence of expenses provided by the responding entity.

9) Liability, Workforce Safety, Property Damage.

A. Workforce Safety Coverage.

Each member political subdivision or agency will be responsible for its own actions and those of its employees. Each member political subdivision or agency is responsible for complying with North Dakota's workforce safety rules.

B. Liability Insurance Coverage.

(1) Each party is responsible for its own actions. Each party agrees to obtain public liability insurance coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association.

(2) Each party is responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. Each party agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association.

C. General Liability, Public Officials Liability.

(1) For the purposes of North Dakota Century Code (NDCC 32-12.1 Governmental Liability) only, the employees and officers of the assisting department are deemed to be employees (NDCC 32-12.1-02(3)) of the requesting department.

(2) The requesting department agrees to defend and indemnify the assisting department against any claims brought or actions filed against the assisting department or any employee of the assisting department for personal injury or damage to the property of any third person or persons, arising from the performance and provision of assistance pursuant to this Agreement within the limits of NDCC 32-12.1.

- 10) Each party shall develop and update SOG/SOPs that provide guidelines of each responding department's policies or procedures. The parties agree to meet annually to review the SOP/SOGS and resource lists.
- 11) Nothing within this Agreement shall prevent any of the parties herein from entering into similar agreements with any other entity.
- 12) This Agreement shall become effective when approved and executed by the appropriate political subdivision of each party to this Agreement. The Agreement shall remain in effect between each and every party until participation in this Agreement is terminated by the party. Termination of participation in this Agreement by a response entity shall not affect the continued operation of this Agreement between and among the remaining parties. Any party to this Agreement may terminate participation in this Agreement upon thirty days' written notice addressed to the designated public official of each of the other signatory political subdivisions that are parties to this Agreement.

- 13) The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
- 14) The list of the member fire departments of the Mouse River Firefighters Association is attached hereto and made a part hereof. Each member shall be a party hereto and shall, after agreeing to the terms and conditions hereof, execute this Mutual Aid Agreement by having the parties' proper officials sign a separate signature page which will be added to the original agreement to compress the entire agreement. Each party shall be responsible to obtain the necessary approvals of their department and of the governing bodies of their respective municipalities before executing this agreement.
- 15) Unless specified otherwise, notices required pursuant to this agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, postage prepaid and addressed as indicated in the signature page of each party. Service of notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit in the United States Post Office shall be deemed to have been given twelve (12) consecutive business days following deposit of the same in custody of said postal service. Any party hereto may, from time to time, by written notice to the others, designate a different address or person, which shall be substituted for that specified above.
- 16) This MOU constitutes the entire agreement among the parties. The MOU may be amended only in writing in the same manner the original MOU was made, signed by the legal and lawful representatives of each party.
- 17) Fire Departments wishing to join the Mouse River Firefighters Association will be required to become a party to this Mutual Aid Agreement by agreeing to the terms herein and by properly executing this agreement. Any agency wishing to join the Mouse River Firefighter's Association must have approval by a majority vote of association members who are part of the Mutual Aid Agreement at a quarterly meeting.
- 18) Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated on the attached signature page.
- 19) This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Parties to this agreement shall have a signature page properly executed which signature page will be attached hereto and made a part hereof. The executing agency should send a copy of the signed agreement to the Association secretary who shall disperse it to all other parties. The original signature pages shall be kept by the Association's secretary. See attached signature pages.